

## TERM AND CONDITIONS AIMOTIVE HACKATHON

### 1. DATA OF THE EVENT

Event name: aiMotive Hackaton (hereinafter: Event)  
Event date: May 12, 2023  
Event locations: aiMotive Office  
Event Platform: 1st round online, final round in-person  
Event organizer: aiMotive Kft.  
(1025 Budapest, Szépvölgyi út 22.) (hereinafter: Organizer)

Terms defined in capital letters in these Event Terms and Conditions (hereinafter: Event T&C) must be understood accordingly even in the case of the lowercase or plural versions of the words affected by the term.

### 2. REGISTRATION / PARTICIPATION CONDITIONS

2.1 Individual participants are entitled to register on the Event website by filling out the registration form (Microsoft Form).

2.2 Anyone can register as a Participant (hereinafter: Participant) who:

- has turned 18,
- is a university student,
- duly enters name, e-mail address and the university (indicating grade and specialization),
- accepts the Event T&C, and
- consents to the processing of personal data in accordance with the Organizer's data management information and policy.

2.3 The Organizer shall have the right but shall not be obliged to examine the material or content uploaded or submitted or otherwise used by Participant in the Event in order to verify compliance with the Event T&C.

2.4 Those who participate in the Event with false data, with the aim of unfairly increasing their own chances of winning can be excluded or banned. Participants shall treat the other Participants with respect and will not partake in any conduct that could be considered bullying, harassment,

degradation, insulting or otherwise demeaning to the human standard of any other person.

2.5 Participants are solely responsible for all the work product (hereinafter: Submission) that they upload/transmit during the Event. In case Organizer believes, in its reasonable opinion, that any Submission violates these Event T&C, intellectual property rights, the personal rights of any third person or any applicable law, Organizer shall have the right to delete such Submission. If a third party has any objections to the Submission regarding personal rights or copyrights, the liability shall be covered by the Participant, and Participant shall exempt and hold harmless the Organizer against any such claims. The Organizer reserves the right to immediately ban the Participant who violates the above principles.

2.6 The Organizers may reject or exclude any Submission that might be offensive in terms of gender, religion, political party or trend or has crossed the line of good taste. Submissions shall not contain any viruses, Trojan horses, worms, harmful code or any other element that is malicious or damaged. Submissions shall not contain any content that violates any law or any third-party rights (including privacy and intellectual property rights and patents), unless Participant is the owner of such rights or have permission or license to use such content in the Submission in accordance with these Event T&C.

2.7 Organizer has the right to disqualify any Participant from the Event at any time in its sole discretion for example due to inappropriate or non bona-fide behavior at the Event or breach of the agenda (any rules) of the Event or these Event T&C.

### **3. RULES OF EVENT**

#### **3.1**

The aiMotive Hackathon is a two-round individual competition. During the preliminary round, competitors have to work alone at home. Using the internet is allowed. The deadline for the first round is 30 April.

The best performers will qualify for the final, which will take place in person at aiMotive's Budapest office (Szépvölgyi út 22, 1025 Budapest) on 12 May. Competitors can use public repositories for their work. The challenge starts at 10 am and runs until 4 pm. After a half-hour technical break, the announcement of results and presentations will take place from 16:30 to 18:00.

Participants should bring their own computer to the competition to work as efficiently as possible. Please only register if you have no problems transporting your own computer to the venue.

During the final, external communication is strictly forbidden and prizes will be awarded individually. Internet use will also be allowed - except for external communication.

The solutions will be evaluated automatically.

#### **4. PRIZES**

4.1 The prizes described in this point will be awarded to Participants (hereinafter: Prize or Prizes):

4.2 The Prizes:

1st place – 300 000 HUF MediaMarkt coupon

2nd place – 200 000 HUF MediaMarkt coupon

3rd place – 100 000 HUF MediaMarkt coupon

4.3. The Prize is non-transferable and cannot be exchanged for cash.

4.4. The Organizer excludes its responsibility for possible errors and shortcomings of the Prize, and is not liable to provide guarantees in relation to the Prizes, unless the exclusion of responsibility is expressly prohibited by Hungarian legislation.

4.5. A person is only eligible for one Prize. The Organizer will hand over the unclaimed Prizes to the next Participant based on the ranking order of the Participants in the Event.

#### **5. MISCELLANEOUS**

5.1 During the Event, the Organizer handles the personal data required to organize the Event (name, email address, university) in accordance with the Data Protection policies. The Participant expressly accepts this by registering.

5.2 The Participant allows the Organizer to use the Participant's submission material for marketing purposes. In particular, such use includes the Organizer making a video and audio recording during the awarding of the Prize and publishing it on any media platform - especially, but not exclusively on social media channels - as well as mentioning the Participant in any way and on any media platform in connection with the Event.

5.3 The Organizer is the owner of all property rights related to the Event - especially copyright, marketing and media rights related to the materials of the Event, and the Organizer's intellectual property.

5.4 Without the express written consent of the Organizer, the Participant is not entitled in any way to use his participation in the Event for commercial or business purposes in any way, including any use of intellectual property rights belonging to the Organizer.

5.5 The Participant undertakes to participate in certain promotional events and interviews related to the Event in accordance with the reasonable and justified request from the Organizer.

5.6 Organizer excludes any responsibility for the backup and/or retention of any Submissions or other Participant's content. Organizer's resources shall not be used for the back-up of any Participant's content.

## 6. INTELLECTUAL PROPERTY

6.1 By participating in the Event and accepting the Event T&C, each Participant hereby:

- i) represents and warrants that the Submission and the contents of the Submission is an original work and in no way violates, in whole or in part, the Intellectual Property Rights of any third person, including among other it does not contain Open Source Software element.;
- ii) agrees with effect from submitting the Submission and irrespective of receipt of a prize at the Event to irrevocably transfer and fully assign all transferable Intellectual Property Rights together with all right, title, ownership and/or interest to Organizer. Should, for any reason, based on the applicable law, any of the Intellectual Property Rights cannot be transferred to the Organizer, Participant with the effect from submitting of the Submission grants the Organizer an irrevocable, free of charge, royalty-free, exclusive license with the right to sublicense it, without limitation in time and territorial restriction. The unlimited exclusive license shall cover, among others the right to reproduce, distribute, make available on demand, public performance, communication to the public, retransmission, alteration. No additional consideration shall be payable to the Participant or any third party by Organizer in respect of such transfer or unlimited license of Intellectual Property Rights;
- iii) agrees to indemnify the Organizer and to hold it harmless against any loss, liability, damage or expense suffered or incurred as a result of breach of these Event T&C;

6.2. Intellectual Property Rights means any and all intellectual or industrial property rights worldwide, which currently exist or are recognized in the future, whether or not registered, and similar rights, in particular patents, inventions, utility models, design rights, copyrights, and neighboring rights, database rights and other ancillary copyrights, rights in trademarks, trade names, trade secrets, unpatented inventions and other similar information, including know-how, and trade secret as defined in the Hungarian Trade Secrets Act, semiconductor topography rights,

domains, titles, software, rights in improvements, rights deriving from corresponding applications extensions, renewals and registrations of such rights as well as rights in and entitlements to such rights, including the exclusive and unrestricted utilization rights in non-transferable copyrights attached to Submission and Submission content created, invented and/or developed by Participants and/or alongside other Participants pursuant to participation in the Event.

## **7. EXCLUSION AND LIMITATION OF THE ORGANIZER'S LIABILITY**

7.1 Connection errors, server computer performance, network load, network congestion, coverage, and maintaining a secure network connection may cause interruptions during the Event. The Organizer excludes all liability arising from these issues.

7.2 The Organizer excludes its responsibility for the failure of the electronic contact interface due to reasons beyond its control, during which its availability cannot be used or is limited.

7.3. The Organizer excludes its responsibility for any external cyber attack. If, as a result of such an attack, the Participants receive wrong system messages about their prizes, their winning/non-winning status, etc. the Organizer does not assume any responsibility for these. The Organizer assumes no responsibility for the incompleteness/error of the data provided during the application or submission (for example, spelling of name, spelling of address, incorrect or incorrect data) and for any other consequences resulting from this.

7.4 The Organizer expressly reserves the right to modify these Event T&C in any way at any time, including the withdrawal of these Event T&C and/or the cancellation of the Event. The relevant information will be published by the Organizer with the same publicity as other announcements of the Event. By entering the Event, the Participant expressly acknowledges and accepts these rules. Organizer is not responsible for any damage or inconvenience caused by a cancellation or suspension of the Event or the disqualification of any Participants.

7.5 Any matters in connection with the Event not addressed in this Event T&C shall be governed by Hungarian law.